

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | | | | | | | | |
|--|--|---------------------------------|--------------------------------------|------------------------------------|---|--|--------------------------------------|---|
| 1. Name and Address of Registrant Daniel J. Edelman, Inc. 200 E. Randolph Drive Chicago, IL 60601 | | 2. Registration No. 3634 | | | | | | |
| 3. Name of Foreign Principal Kongsberg Protech Systems | 4. Principal Address of Foreign Principal 1725 Duke Street, Suite 600 Alexandria, VA 22314 | | | | | | | |
| 5. Indicate whether your foreign principal is one of the following: <input type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"><tr><td><input type="checkbox"/> Partnership</td><td><input type="checkbox"/> Committee</td></tr><tr><td><input checked="" type="checkbox"/> Corporation</td><td><input type="checkbox"/> Voluntary group</td></tr><tr><td><input type="checkbox"/> Association</td><td><input type="checkbox"/> Other (<i>specify</i>) _____</td></tr></table> <input type="checkbox"/> Individual-State nationality _____ | | | <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group | <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee | | | | | | | |
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group | | | | | | | |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ | | | | | | | |
| 6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant b) Name and title of official with whom registrant deals | | | | | | | | |
| 7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals c) Principal aim | | | | | | | | |

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Kongsberg Gruppen (KONGSBERG) is an international, knowledge-based group that supplies high-technology systems and solutions to customers in the oil and gas industry, the merchant marine, and the defence and aerospace industries.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☒ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Kongsberg is partially owned by the Norwegian State; they own 50% of the shares.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit A | Name and Title | Signature |
|-------------------|---|---------------------------------|
| June 21, 2011 | Randall Corley Global Compliance Officer | /s/ Randall L Corley eSigned |

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Daniel J. Edelman, Inc.

2. Registration No.

3634

3. Name of Foreign Principal

Kongsberg Protech Systems

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The Client's overall goal is to enhance its brand and image among relevant defense audiences in the US, in order to ultimately inform the development and refreshing of the Client's brand identity in the nation.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

- Conduct ongoing media and influencer engagement
- Provide conference support
- Provide announcement support and messaging development
- Design and produce marketing materials
- Conduct a pre-research leadership meeting
- Conduct a focus group with sales force
- Conduct interviews with U.S. defense industry influencers

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Edelman will conduct research interviews for Kongsberg among policy makers and U.S. defense industry influencers to understand the level of awareness and attitude toward Client and its brand.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|---|---------------------------------|
| June 21, 2011 | Randall Corley, Global Compliance Officer | /s/ Randall L Corley eSigned |

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LETTER OF AGREEMENT

March 8, 2011

Mr. Rune Johannessen
Executive Vice President
Sales and Marketing, US
Kongsberg Protech Systems
1725 Duke Street, Suite 600
Alexandria, VA 22314

For Edelman Use Only

GM:

Client Code:

Contract No(s):

Dear Mr. Barbour:

This constitutes the master services agreement ("Agreement") between Kongsberg ("Client") and Daniel J. Edelman, Inc., doing business as Edelman, ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

1. **Services.** Edelman shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this Agreement and SOWs.

2. **Compensation.**

2.1. **Budget.** The total projected fees, expenses, and payment schedule for the Services ("Budget"), if determined, are set forth in each SOW, the first two of which are attached as Exhibit A and Exhibit B. The Budget pertains to Services only as set forth in the SOW and is only for Services rendered by Edelman's Washington, DC office, unless specifically provided otherwise herein. If Client expands the scope of the Services or wants additional services, the amount required to perform the additional services shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate. If any activities entail services of other Edelman offices, divisions or affiliates, Client will pay for such services at Edelman's then current time and material rates customary for such office location, practice and title. Edelman, with prior notice to Client, may in its sole discretion amend its then current billing rates.

2.2. **Expenses.**

(a) **Third-Party Expenses.** Client shall reimburse Edelman for all out-of-pocket, third-party vendor expenses incurred by Edelman in performing the Services. Such expenses include, but are not limited to, research services, media monitoring/clipping, production costs, and conferencing charges. Client shall pay a ten percent (10%) service charge on all such expenses incurred and paid by Edelman. Client may avoid the service charge by paying vendors directly. For any individual expense equal to or greater than US\$5,000, Client shall be required to prepay Edelman or directly pay vendors.

(b) **Travel and Additional Expenses.** Client shall reimburse Edelman monthly for all travel and/or entertainment related expenses incurred by Edelman or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless internet and long distance telephone calls, cellular phones, messengers, and overnight delivery. All reimbursable transportation arrangements shall be booked by Edelman as coach class and Client shall only reimburse Edelman for travel to locations agreed upon in each SOW. Such expenses are not subject to the 10% service charge.

(c) **Taxes.** Client shall reimburse Edelman for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed

by any government or taxation authority, as a result of Edelman's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income.

(d) **Internal Expenses.** Client shall reimburse Edelman for expenses related to in-house photocopying, local telephone calls (not long distance or phone card calls), U.S. postage (other than mass mailings) that Edelman incurs on Client's behalf. Client shall pay Edelman a monthly charge equal to six percent (6%) of Edelman's monthly fees as reimbursement for such expenses. Notwithstanding any provision to the contrary contained herein, Edelman shall not provide Client with an accounting or detail for such charge.

(e) **Legal Services:** The costs of Edelman's outside legal services incurred to approve copy, deal with regulatory issues, arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, and other matters dealing with the provision of services will be billable to Client as a third party expense. Edelman shall provide for Client's prior approval, an estimate of legal expenses to be incurred.

2.3. **Payment.** Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 and any SOWs are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. If payment is not received by Edelman within such period, Edelman may assess and Client agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice, Edelman may, in its sole discretion, cease performing Services until Client had paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

2.4. **International Services.** All amounts due under this Agreement shall be billed and paid in US dollars. Edelman reserves the right to adjust the Budget if there is a variation in any relevant currency exchange rate greater than two percent (2%). Client, recognizing that Edelman is obligated to pay out-of-pocket, third party vendor expenses and other costs in full in the local currency in which they were incurred, shall reimburse Edelman if any shortfall occurs as a result of fluctuating currency exchange rates. In such instances, Edelman will include an adjustment in the next monthly invoice or render a separate invoice.

3. Indemnification.

3.1 Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials prepared or provided by Client, that Client directed Edelman to use or that were approved by Client (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or willful misconduct.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's gross negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in

a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

3.5 This Section shall survive termination or expiration of this Agreement.

4. **Term.** This Agreement shall commence effective as of February 1, 2011 and shall continue for one (1) year until January 31, 2012. This Agreement shall automatically renew for subsequent one-year terms unless terminated by either party as provided herein.

5. **Termination.** Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than sixty (60) days' written notice. In addition, either party may terminate this Agreement upon ten (10) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the ten-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. If Client terminates this Agreement in accordance with the provisions of this article, Edelman shall immediately cease all further performance of the Services hereunder, and in accordance with Clients' instructions make its best efforts to cancel all subcontracts in the most cost effective manner. Any part of the Services ready for delivery shall be delivered to Client, together with any related documentation. In addition to any payment due to Edelman for Services already delivered, Client shall pay Edelman for Services ready to be delivered. Furthermore, Client shall pay unavoidable and documented direct costs incurred or committed to be incurred on part of Edelman related to the terminated part of the Services. This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. **Limitation of Liability.** EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EDELMAN BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. **Confidentiality.** Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are

required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

8. **Intellectual Property.** Unless specifically provided for in the SOW and paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Conditioned upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman considers proprietary, including but not limited to, media lists, certain media training guides, influencer lists, data bases, materials and proposals Edelman submits to Client that Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

9. **Non-Solicitation of Employees.** During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Edelman, knowingly solicit (either directly or indirectly) any Edelman employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement to Edelman of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

10. **Choice of Law and Jurisdiction.** The Agreement shall be governed by the laws of the State of New York, regardless of any conflict of law rules. The Parties agree to attempt to resolve amicably any dispute relating to the Agreement. If a Party believes that a dispute cannot be resolved by the Parties' contract representatives, the Party may submit a written request to the other Party to conduct negotiations between high-level executives of the Parties. The Party receiving such a request agrees to work in good faith with the requesting Party to conduct such negotiations. If such negotiations are not successful after a period of sixty (60) days from the Party's written request for such negotiations, either Party has the right to seek final settlement of the dispute through under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be conducted in the English language in the City of New York, New York, USA.

The above provisions notwithstanding, either Party shall be entitled to seek an injunction in any relevant jurisdiction. This section shall survive termination or expiration of this Agreement.

11. **Attorneys' Fees.** In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

12. **Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

13. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

14. **Notice.** Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier, or (iv) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

| | |
|-----------------|---|
| If to Edelman: | Robert Rehg Daniel J. Edelman, Inc. 1875 Eye Street, NW Suite 900 Washington, DC 20006 E-mail: rob.rehg@edelman.com |
| With a copy to: | Office of the General Counsel Daniel J. Edelman, Inc. 200 East Randolph Drive Chicago, IL 60601 E-mail: shan.bhati@edelman.com or peter.petros@edelman.com |
| If to Client: | Rune Johannessen Kongsberg 1725 Duke Street, Suite 600 Alexandria, VA 22314 E-mail: rune.johannessen@kongsberg.com |

15. **Section Headings.** Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

16. **Counterparts.** This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

17. **Compliance with Laws.** Client and Edelman shall comply with, and be in compliance with, all applicable federal, state and municipal statutes, laws, ordinances and regulations, including, without limitation, those relating to privacy, security, environment, Occupational Safety and Health Administration, labor standards, bribery, corruption, and any required permits, licenses and certifications.

Edelman commits itself to conduct its business activities in a fair, honest, ethical, and lawful manner and in strict adherence to all applicable laws and regulations governing the ethical and legal conduct of business organizations. Edelman has been provided a copy of KONGSBERG's Code of Ethics and represents and warrants to implement or have implemented similar or higher ethical standards and practices which are applicable to the public relations industry. Edelman shall on request be prepared to:

- (i) document compliance with the requirements set forth above; and
- (ii) subject to reasonable prior notice and execution of a confidentiality agreement, allow Client, itself or through a third party appointed by Client, to discuss the effectiveness of Edelman's implemented ethical standards and practices with Edelman's Office of Ethics and Compliance.

The Parties shall carry their own costs incurred in relation to performance of such discussions.

18. **Survival.** The respective rights and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

19. **Entire Agreement.** This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

20. **Order of Precedence.** Any preprinted terms and conditions of the parties' business forms shall be without legal effect with respect to this Agreement or any SOWs. To the extent that there is any conflict or inconsistency between the terms and conditions contained in the Agreement and the SOW, the terms and conditions contained in the SOW will control.

21. **Relationship between the Parties.** The Client and Edelman are independent contracting parties and nothing in this Agreement shall make either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority or to create any obligation on behalf of or in the name of the other.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely, Daniel J. Edelman, Inc.

ACCEPTED AND AGREED:

KONGSBERG

By: [Signature]

Printed Name: RUNE SOHANNESSEN

Title: EVP MARKETING & SALES

Date: MAY 18th, 2011

DANIEL J. EDELMAN, INC.

By: [Signature] Robert R. R.

Printed Name: Regional President, DC

Title: Regional President, DC

Date: May 20, 2011

Exhibit A

STATEMENT OF WORK #1

**Kongsberg Protech and Daniel J. Edelman, Inc.
February 1, 2011 – January 31, 2012**

Pursuant to the Agreement by and between Kongsberg and Daniel J. Edelman, Inc., doing business as Edelman, dated March 8, 2011 (the "Agreement"), this Statement of Work is made effective by and between Kongsberg Protech Systems, a Business Area of Kongsberg ("Client" or "Kongsberg"), and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman"), and is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

Program Management, Public Relations and Public Affairs

Manage all Edelman programs and coordinate with Kongsberg consultants to deliver an integrated program for Kongsberg. Conduct ongoing PR and PA programs, including proactive media and influencer engagement, conference support for AUSA Winter and Fall, announcement support and messaging development for PR and PA audiences.

Design (RUTH)

Develop a tagline to correspond to Kongsberg logo, brand positioning and presentation. Design and produce a 12 page brochure. Design a PPT template and Word template. Format and stylize a 15 slide PPT deck including graphics and charts. Design and produce five inserts. Design and produce a pocket folder. Design and produce a 10-12 page brochure on Protector for trade shows and other events. Design and produce a trade show exhibit. Design and produce three pop-up displays.

Deliverables/Milestones & Timeline

(Continued on next page)

| Program Element | Activities | Start & End Dates | Fees | Est. Expenses | Total |
|-----------------|--|-------------------|--------------------------------|---------------|---|
| Retainer | Program Launch and Ongoing Management | | | | |
| | Public Relations/Public Affairs | | | | |
| | • Media Relations | | | | |
| | • Influencer Relations | | | | |
| | • Planning, Delivery, and Follow-up for AUSA Fall PR and PA Activities | | | | |
| | • Messaging | | | | |
| | • Kongsberg 100 Communications | | Feb 2011: \$ 20,000 | | Feb 2011: \$ 20,000 + Expenses |
| | Design | 2/1/11 – 1/31/12 | Mar 2011 – Jan 2012: \$ 40,000 | As Incurred | Mar 2011 – Jan 2012: \$ 40,000 + Expenses |
| | • Tagline, Brand Positioning | | | | |
| | • 12 Page Brochure, PPT/Word Templates, PPT Deck, Five Inserts, Pocket Folder, 10-12 Page Brochure | | | | |
| | • Trade Show Exhibit | | | | |
| | • Pop-up Displays | | | | |

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

BUDGET

| | |
|-------------------------|--------------------|
| Professional Fees: | \$460,000 |
| Internal Expenses (6%): | \$27,600 |
| Estimated Expenses: | <u>As Incurred</u> |
| Total: | \$487,600 |

TERMS

Fee Billing. Edelman shall invoice Client \$20,000 for the month of February 2011 and an amount of \$40,000 starting March 2011 ("Monthly Retainer") in accordance with the billing schedule set forth below.

The Monthly Retainer is based on the Scope of Services or minimum retained hours above. Edelman shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section.

Invoices. Edelman will render invoices to include professional services in one lump sum and expenses by category. Documentation for out-of-pocket expenses will be available upon request. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

| | |
|---------------|---|
| Name: | Rune Johannessen |
| Company Name: | Kongsberg Protech |
| Address: | 1725 Duke Street, Suite 600 Alexandria, VA 22314 |

Purchase Order. The client Purchase Order number is N/A.

RETAINER BILLING SCHEDULE

| ESTIMATED INVOICE DATE | AMOUNT \$ |
|------------------------|-------------------|
| February 2011 | \$ 20,000 |
| March 2011 | \$ 40,000 |
| April 2011 | \$ 40,000 |
| May 2011 | \$ 40,000 |
| June 2011 | \$ 40,000 |
| July 2011 | \$ 40,000 |
| August 2011 | \$ 40,000 |
| September 2011 | \$ 40,000 |
| October 2011 | \$ 40,000 |
| November 2011 | \$ 40,000 |
| December 2011 | \$ 40,000 |
| January 2012 | \$ 40,000 |
| | \$ 460,000 |

ACCEPTED AND AGREED:

KONGSBERG PROTECH

By: RUNE JOHANNESSEN
 Printed Name: Rune Johannessen
 Title: EVP MARKETING & SALES
 Date: MAY 16th, 2011

DANIEL J. EDELMAN, INC.

By: Robert Rehg
 Printed Name: Robert Rehg
 Title: Regional President, DC
 Date: May 20, 2011

Exhibit B

STATEMENT OF WORK #2

Kongsberg Protech Systems and Daniel J. Edelman, Inc.
January 28, 2011 – March 21, 2011

Pursuant to the Agreement by and between Kongsberg and Daniel J. Edelman, Inc., doing business as Edelman, dated March 8, 2011 (the "Agreement"), this Statement of Work is made effective by and between Kongsberg Protech Systems, a Business Area of Kongsberg ("Client" or "Kongsberg"), and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman"), and is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES**Overview**

This research has been designed to identify potential strategies for the Client to enhance its brand and image among relevant defense audiences in the US, in order to ultimately inform the development and refreshing of the Client's brand identity in the nation. Consultant shall provide the following activities for this US Stakeholder Research Program:

| Activities | Description | Rationale |
|---|---|---|
| Phase 1: Pre-Research Leadership Briefing | Formal meeting with leadership | Solidify the goals, objectives, target audiences, and key lines of inquiry for all subsequent research. |
| Phase 2: Internal Sales Force Focus Group | One (1) focus group with the four (4) employees selling to US defense audiences | Understand the Client's US market presence, from an internal defense sales team prospective. |
| Phase 3: External Awareness and Reputation Interviews | Thirty (30) face-to-face in-depth interviews with US defense industry influencers including: Current and former US Department of Defense requirement writers (who detail product manufacturing specifications), DoD staff working in the procurement space, current and former Congressional members and committee staffers focused on defense and procurement, policymakers, defense think tanks, members of defense-focused media organizations, and ground systems OEMs partners | Understand the level of awareness of, and attitudes towards the Client and its brand among US defense industry influencers. |

Deliverables/Milestones & Timeline

| Program Element | Activities | Start & End Dates | Fees | Est. Expenses | Total |
|-------------------------|---|-------------------|----------|---------------|----------|
| US Stakeholder Research | Phase 1: Pre-Research Leadership Briefing | Week of 1/31/11 | \$ - | \$ - | \$ - |
| US Stakeholder Research | Phase 2: Internal Sales Force Focus Group | 2/7/11 – 2/18/11 | \$5,000 | \$ - | \$5,000 |
| US Stakeholder Research | Phase 3: External Awareness and Reputation Interviews | 2/21/11 – 3/21/11 | \$55,000 | \$ - | \$55,000 |

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

BUDGET

| | |
|-------------------------|--------------------|
| Professional Fees: | \$ 60,000 |
| Internal Expenses (6%): | \$ 3,600 |
| Estimated Expenses: | <u>As Incurred</u> |
| Total: | \$ 63,600 |

TERMS

Fee Billing. Edelman shall invoice Client in accordance to the Timeline and Budget set forth above. Fees are based on the Scope of Services above and not based on actual hours. As such, Edelman shall not be obligated to provide Client with hourly billing detail.

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in the Budget section.

Invoices. Edelman will render invoices to include professional services in one lump sum and expenses by category. Documentation for out-of-pocket expenses will be available upon request. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

| | |
|---------------|---|
| Name: | Rune Johannessen |
| Company Name: | Kongsberg Protech |
| Address: | 1725 Duke Street, Suite 600 Alexandria, VA 22314 |

Purchase Order. The client Purchase Order number is N/A.

ACCEPTED AND AGREED:

KONGSBERG PROTECH

By: [Signature]

Printed Name: RUNE JOHANNESSEN

Title: EVP MARKETING & SALES

Date: MAY 18th, 2011

DANIEL J. EDELMAN, INC.

By: [Signature]

Printed Name: Robert Rely

Title: Regional President, PC

Date: May 20, 2011